

# EXHIBIT A

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

**DECLARATION OF ROSELLA MERCURI IN SUPPORT OF DEFENDANT  
VANTAGE TRAVEL SERVICE, INC.'S MOTION TO DISMISS OR STAY ACTION  
AND COMPEL ARBITRATION**

Pursuant to 28 U.S.C. § 1746, ROSELLA MERCURI, on oath deposes and states as follows:

1. I am over the age of eighteen (18) years and I am General Counsel for the defendant Vantage Travel Service, Inc. (referred to herein as "Vantage"). As such, I am authorized to make the statements herein on behalf of Vantage. The statements made herein are made upon my own knowledge or upon a review of the books and records of Vantage.

2. I submit this declaration in support of Vantage's motion to dismiss or stay the action and to compel arbitration.

3. The defendant Vantage is a tour operator with its headquarters and principal place of business located at 90 Canal Street, Boston, Massachusetts. Vantage has no offices located within the State of Texas.

4. On May 1, 2019 the plaintiffs, Lynn K. Hammond and David C. Horn, made an initial booking for a trip from Vantage, *Ancient Wonders Egypt & Nile*, which was originally scheduled to take place on April 13, 2020. The plaintiffs made an initial deposit of \$2998.00 on that date, and subsequently paid the balance due, with final payment being made in January 2021.

5. The plaintiffs were originally scheduled to travel on the *M/S Nebu* for their April 2020 trip. However, construction was delayed on the *M/S Nebu* and the vessel was not ready for the April 2020 departure. Vantage scheduled a replacement vessel for the trip, but upon information and belief the plaintiffs did not wish to travel in the replacement vessel and instead changed their travel date to September 2020 in order to travel on the *M/S Nebu*. However, the *M/S Nebu* still was not complete in time for the sailing in September 2020 and, due to the shutdown of the travel industry due to COVID-19, the trip was rescheduled to 2021. The plaintiffs allege that prior to the rescheduled departure, Mr. Horn became extremely ill and the plaintiffs were forced to cancel the trip altogether. The plaintiffs allege that they are due a refund from Vantage due to their cancellation.

6. At all relevant times, it was Vantage's standard business practice to require all trip participants at the time they booked a trip to agree to terms and conditions contained in a Tour Participation Agreement ("TPA"). The plaintiffs booked their trip on May 1, 2019 and the applicable TPA governing the relationship between plaintiff and Vantage is attached hereto as Exhibit 1.

7. The terms of this Agreement include, *inter alia*, a provision for binding arbitration that provides as follows:

**BINDING ARBITRATION:** I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Massachusetts law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

(See Exhibit 1, p. 3.)

8. Vantage includes the arbitration provision in the Agreement in an attempt to reduce the time and expense involved in resolving claims tour participants might make against it as a result of booking or participating in a Vantage tour.

9. The Agreement also included a provision whereby participants specifically accept the terms of the Agreement:

### **General Terms and Conditions**

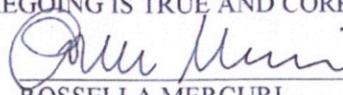
The terms and conditions contained in this Tour Participation Agreement (the “Agreement”) govern the relationship between you (the “traveler”) and Vantage Travel Service, Inc. d/b/a Vantage Deluxe World Travel and Vantage Adventures (hereinafter “Vantage”). By reserving a trip, you agree to be bound by the terms of this Agreement.

(See Exhibit 1, p. 1.)

10. Vantage sells its programs to individuals throughout the United States. The tour participants who booked the April 2020 departure of the *Ancient Wonders Egypt & Nile* cruise,

resided in numerous locations outside of Massachusetts. Indeed, it appears that the plaintiffs themselves reside in Houston, Texas. (Removal Petition, Dkt. # 1, ¶ 8.)

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED THIS 29<sup>TH</sup> DAY OF JULY, 2022.



ROSSELLA MERCURI,  
General Counsel,  
VANTAGE TRAVEL SERVICE, INC.

# EXHIBIT 1



# Tour Participation Agreement

PLEASE READ THE TERMS OF THIS TOUR PARTICIPATION AGREEMENT WITH CARE TO MAKE SURE THAT  
YOU UNDERSTAND YOUR RIGHTS AND OBLIGATIONS AND OUR RIGHTS AND OBLIGATIONS.

## General Terms and Conditions

The terms and conditions contained in this Tour Participation Agreement (the "Agreement") govern the relationship between you (the "traveler") and Vantage Travel Service, Inc. d/b/a Vantage Deluxe World Travel and Vantage Adventures (hereinafter "Vantage"). By reserving a trip, you agree to be bound by the terms of this Agreement.

The prices of your land tour or cruise/small ship tour (the "Original Price") and the airfare for travel to/from the intended destination ("All-Inclusive Airfare") are stated in the Vantage catalog and on our website. "All-Inclusive Airfare" includes airport transfers, fuel surcharges, and government taxes and fees. The prices advertised in each catalog are effective as of the publication date on the back cover of that catalog. At the time you reserve your tour, prices may be higher. For current prices, please see our website at [www.vantagetravel.com](http://www.vantagetravel.com). The price you pay is in U.S. dollars and is based on double occupancy, unless otherwise noted.

**FOR YOUR BENEFIT, WE STRONGLY RECOMMEND THAT YOU PURCHASE TRAVEL PROTECTION. PLEASE SEE A BRIEF DESCRIPTION OF THE VANTAGE TRAVEL PROTECTION PLAN COVERAGE ON PAGE 4 OF THIS AGREEMENT. FOR DETAILS ON CONDITIONS AND LIMITATIONS, VISIT OUR WEBSITE AT [WWW.VANTAGETRAVEL.COM/TPP](http://WWW.VANTAGETRAVEL.COM/TPP) OR ASK OUR RESERVATIONS SPECIALISTS OR CUSTOMER SERVICE REPRESENTATIVES WHEN YOU CALL.**

## Making Reservations

To reserve a trip, Vantage requires an initial deposit followed by final payment. The payment of a deposit for the tour shall be deemed to be an acceptance of the terms and conditions of this Agreement. Changes to the terms of this Agreement can only be made in writing and signed by an officer of Vantage.

Please refer to the chart on page 2 of this Agreement for deposit amounts, final payment, and cancellation fees.

For all tours, payment of your initial deposit does not guarantee the price of your trip. Participation in our SmartPaySM Discount Plan can save you up to 10% on your Vantage trip AND will ensure that the price of the land, cruise, and airfare portions of your trip will not increase. This includes 100% guaranteed protection against ALL additional taxes, fuel surcharges, and currency fluctuations, from the moment you pay in full under the terms of Vantage's SmartPay Discount Plan.

If you do not participate in our SmartPay Discount Plan, all prices are subject to change and may increase. Vantage also reserves the right to raise the Original Price and/or All-Inclusive Airfare in response to increases in government taxes or fuel surcharges until you pay in full, unless you are participating in the SmartPay Discount Plan.

Please review and verify your booking invoice thoroughly and immediately, and contact your travel agent or Vantage if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. Vantage cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. In the case of billing errors, Vantage reserves the right to re-invoice you with correct pricing.

Vantage will make every effort to accommodate requests for reservations made after the final payment due date — but in this case you will be required to pay the full amount of your trip at the time of booking. Vantage's Priority bookings for tours departing between 90 and 21 days of reserving must be paid in full by electronic check at the time of booking. Priority bookings will not earn Vantage past traveler reward credits. Priority bookings cannot be combined with other credits, such as referral rewards, good will credits, past traveler credits, or other incentives. Past Traveler credits are not combinable with any offer.

Every effort has been made to produce pricing information accurately. Mistakes, however, do occur, and Vantage reserves the right to correct promotional or pricing errors at any time.

## Making Final Payments

Final payments are due 90-120 days prior to departure, depending upon the program. See the Deposit, Final Payment, and Cancellation Fees Schedule included in this Agreement for payment due dates. (It is better to refer to your invoice for the specific program's final payment due date.) Please make checks payable to **Vantage Deluxe World Travel or Vantage Adventures**.

If final payment is not received by the due date, your reservation will be canceled and your full deposit, including Travel Protection payments and any air deposits for

air ticket issued (including applicable fees), will be retained by Vantage. Vantage is not responsible for canceled land, cruise, or air reservations in the event payment is not received by the final payment date. Payment in full is required at time of booking for reservations made within the final payment date for your trip.

As stated above, All-Inclusive Airfare includes airport transfers and reflects all government taxes and surcharges. The remaining price of each trip (the Original Price) includes all applicable land, ground, and cruise/ship components. The Original Price does not include optional charges for laundry service; telephone and Internet usage; wine, liquor, or mineral waters; shore excursions; sightseeing trips; gratuities; or services other than those specified in the itineraries. The Original Price also does not include port charges or any other non-air government fees and taxes. These are identified separately in the catalog and on our website and will be either (a) billed as separate items on the invoice or (b) collected upon your arrival and/or departure from the applicable country.

## Making Changes

Vantage understands if you need to change your plans. Most programs allow travel changes that affect destination, departure date, program extensions, and the like, provided that requests are made within 30 days of the booking date and more than 90 days from the date of departure. Any changes more than 30 days from booking date are subject to a **\$100 per-person nonrefundable-processing fee**. Airlines, hotels, or cruise lines may impose additional travel change fees, which are the traveler's responsibility.

## Passports and Visas

A valid passport is required for each person traveling on our international programs. Some countries require validity for six months after your return and/or that the passport contain certain blank pages. Travelers are responsible for obtaining any required visas. **If you are not a U.S. citizen and therefore are not carrying a U.S. passport, you must contact the appropriate consular office for entry requirements pertaining to your trip, as Vantage is not responsible for providing you with this information or documentation.** Please ensure that your tickets and other travel documents bear your name exactly as it appears on your passport or you could be denied boarding. Vantage assumes no financial responsibility for any cancellations or delays resulting from invalid passports, visas, or other travel document requirements, or for tickets or other travel documents that do not reflect your name exactly as it appears on your passport. Travelers are responsible for obtaining vaccinations as advised by your health care provider or as required by certain countries.

## Air Arrangements

In order to provide you with the lowest possible airfares, Vantage takes advantage of special contracted fares. These fares can be quite restrictive and carry cancellation charges imposed by the airlines ranging up to 100% of the cost. Therefore, you will be responsible for any charges resulting from flight changes or flight cancellations made at your request after your flights are ticketed.

Vantage offers you your choice of airline and routing. But all air routings are subject to availability and cannot be guaranteed. Seat requests will be taken at the time of booking, but in most cases cannot be guaranteed by the airline or, by Vantage.

**FlightChoice:** You may request alternate air travel arrangements through Vantage's FlightChoice service for a \$100 per person service fee. You are responsible for any additional airfare (which includes government taxes and fuel surcharges) charged for these alternate travel arrangements.

International and domestic air schedules are subject to change at any time. If you choose to make your own flight arrangements, Vantage will not be responsible for any loss resulting from delays, cancellations, or changes in international gateways or travel dates. We further recommend that you not purchase air tickets with high penalty charges for changes. Should you make your own flight arrangements and miss your international flight for any reason, Vantage can assist with alternate flight arrangements; however, you will be responsible for the cost of an alternative flight to your destination as well as any other expenses, including transfers to and from the airport, that you incur prior to joining up with your tour group.

**Air Delays/Cancellations:** All air routings are subject to availability and cannot be guaranteed. Vantage is not responsible if an airline cancels or delays a flight for any reason, including weather. If you are unable to make your departure, it is your responsibility to work with the airline on which you are ticketed to reach your destination. Vantage is not responsible for any additional expenses you may incur

**Deposit • Final Payment Date • Cancellation Fees**

**In the event of cancellation, you will receive a refund equal to your trip price less the per-person charges. The charges shown below include the \$300 administrative fee.**

**All cancellation schedules show number of days prior to departure.**

Deposit	\$500 per person
Final Payment Date:	90 days prior to departure
Cancellation Fee:	
121+ days prior to departure:	\$300 per person
120-91 days prior to departure:	\$500 per person
90-61 days prior to departure:	40% of selling price per person
60-31 days prior to departure:	65% of selling price per person
30-0 days prior to departure: (including no-shows)	100% of selling price per person*

**Around the World Journeys fees below****Deposit, Final Payment, and Cancellation Fee Information**

Initial Deposit (due at time of booking):	\$5,000 per person
2nd Deposit (due 180 days prior to departure):	\$7,000 per person
Final Payment Due:	120 days prior to departure
Cancellation Fees:	
241+ days prior to departure:	\$3,000 per person
240-181 days prior to departure:	\$10,000 per person
180-121 days prior to departure:	\$15,000 per person
120-1 days prior to departure: (including no-shows)	100% of the selling price per person based on full program price

prior to joining your trip. Vantage will not provide any refund for portions of trips missed due to canceled or delayed flights. If an air schedule requires an overnight stay in a gateway city, Vantage can assist with hotel reservations as availability permits. However, overnights are at your expense unless otherwise specified in writing.

**Cancellations and Refunds**

Vantage realizes that most people who cancel their reservations do so out of necessity. Nevertheless, cancellations are costly to administer and involve dedicated staff time and communications costs. Therefore, all cancellations made later than 24 hours after booking are subject to a nonrefundable administrative fee of **\$300 per person**. Cancellations made within 24 hours of booking will be subject to the same fee, **unless your reason for canceling given at the time of cancellation is your rejection of these Terms and Conditions**. This fee does not include airline cancellation fees or the cost of nonrefundable travel protection plans. There may be additional cancellation fees associated with certain excursions or extensions. **Please note, however, that reservations made after the final payment date are immediately subject to cancellation charges.**

Cancellations must be in writing to be effective and include the reason for cancellation. If you need to cancel your reservation, **you must call and speak to a Customer Service Representative**.

Traveler substitutions are considered reservation cancellations and are subject to cancellation fees which may also include airline fees. Please note that we do not make any refunds for any unused portion of your trip. If your travel companion cancels and you are unable to secure another traveler, you will be considered a single traveler and subject to the single supplement charge. This may be a covered reason under certain travel protection coverage. Please refer to your specific plan for details. (Note that all refunds are processed within 30 days.)

**Single Travelers**

Vantage offers attractive Single Supplements on most tours. In addition, single cabins are available on most European river cruises and some small ship tours. Please ask your Vantage Travel Specialist for details.

**Pay no Single Supplement on "Guaranteed Share" Dates (not applicable to optional extensions).** When you request a roommate, you will pay just the per person, double-occupancy rate on select dates and select categories — whether we find you a roommate or not. Most Vantage escorted land tours, small ship tours, and European river cruise tours offer guaranteed share dates.

**Roommate Matching Service.** If you reserve a trip with Vantage for which roommate-sharing is available, and if you would like to share a twin-bedded room with another single traveler of the same gender, Vantage will do its best to match you with a roommate and will charge you only 50% of the applicable Single Supplement. If Vantage is able to match you with a roommate, the Single Supplement amount paid will be refunded after your trip.

**Medical Issues: Tour Selection**

So that you may enjoy your Vantage tour to its fullest, we recommend that you select a trip that is suitable to your physical capabilities. Certain tours require considerable walking, often on uneven or cobblestone streets. Many sites along the itineraries can only be accessed on foot and involve stairs and inclines. Embarking and disembarking riverboats and small ships may involve negotiating steep gangways. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices, or who otherwise require assistance in walking, dining, or attending to other personal matters. In addition, we regret that a number of itineraries cannot accommodate wheelchairs or motorized scooters. Walkers and canes are permitted; however, you may find that your participation in certain tour features may be restricted. Upon request, we will endeavor to provide information regarding the specific accessibility features of a particular tour. If a tour is not feasible due to your specific physical limitations, please inquire about more accessible tours.

Pursuant to the Americans with Disabilities Act (the ADA), Vantage endeavors to "reasonably accommodate" disabled travelers on domestic tours by providing, to the extent possible, access to ground transportation, lodging, and other places of public accommodation. However, the ADA does not apply outside of the United States. For these reasons, you are required to advise us at the time of booking or, if later, immediately upon your becoming aware of any physical or other condition that may require professional attention or the use of special equipment during the trip.

All travelers will be asked to complete a Passenger Information Form that includes space to identify any such conditions and the professional assistance and special equipment that may be required while on tour. Your failure to disclose any such condition, or your arrival at the place of departure with special equipment that cannot be accommodated on the tour, may result in a refusal to allow you to take the trip. In certain instances, this refusal may be at the direction of a third party, such as a river cruise or small ship operator or a local ground handler. Should this occur, you will forfeit the trip cost, and we shall have no liability, financial or otherwise. Furthermore, the failure to advise us of any such condition releases Vantage and all professional personnel from any liability related to such condition or its treatment. Whether taking an international or domestic tour, you must bring a capable traveling companion to assist you if you will have any difficulty attending to such basic needs as dressing, eating, moving about, or participating in safety drills. Neither the Tour Directors nor the crew of any riverboat or small ship nor Adventure will be able to provide this care for you.

Vantage reserves the right to decline any tour participant whose condition, in our opinion, or in the opinion of a third party, such as a riverboat or small ship operator or a ground handler, may affect the health and safety of other travelers. Vantage is not responsible for the costs of any medical treatment you may require during the trip and thereafter. Under no circumstance is Vantage responsible for the quality of medical care, or lack thereof, you may receive while on the tour.

You must bring and be responsible for all necessary items related to your physical condition, including any special equipment that is permitted on tour. Because the tour accommodations and transportation facilities, including the riverboats, are not owned or operated in the U.S., they are not required to meet the standards established by U.S. law for disabled travelers.

Certain tour features, including third-party transfer services, hotel accommodations and other land excursion facilities, and certain trips, are not wheelchair or scooter accessible and may be difficult for disabled travelers. In particular, riverboats and small ships are not equipped with wheelchair- or scooter-accessible cabins, and therefore, safety reasons preclude allowing wheelchairs or scooters on board. If you have limited mobility, you may find it difficult to embark or disembark riverboats or small ships at certain times due to steep gangways and steps, particularly during low or high tide. Situations may occur in which you may not be able to go ashore at the desired time, and possibly not at all, in certain ports.

Furthermore, if a river cruise, small ship journey or adventure includes a land tour either before or after the cruise, it may not be possible to accommodate wheelchairs or scooters on the entire tour (even if the ship has the onboard capacity to do so) since as a general matter, accommodations and transfer services outside the U.S. are not handicap accessible. Please let our Reservations Specialist know when booking if you require the use of this equipment so that he or she can work with you to select an alternative tour.

For the safety of all concerned on river and small ship cruises, the captain or ship master will make the final determination regarding your ability to embark or disembark the vessel with or without the assistance of your equipment, taking into account all appropriate circumstances, including but not limited to, weather conditions, ship's location, and your physical condition at the time.

**Medical Information, care, and liability:** All health, medical, or other personal services provided in connection with your trip are provided by independent contractors and are provided solely for the convenience and benefit of passengers who may be charged for such services. You accept and use medicine, medical treatment, and other personal services available on the vessel or elsewhere at your sole risk and expense without liability or responsibility of Vantage whatsoever. Doctors, nurses or other medical or service personnel work directly for the passenger and shall not be considered to be acting under the control or supervision of Vantage, since Vantage is not a medical provider. Similarly, and without limitation, all spa personnel, photographers, instructors, guest lecturers and entertainers and other service personnel aboard **a tour are independent contractors who work directly for the passenger.**

### Acceptance And Retention Of Passengers

Vantage reserves the right to decline to accept or retain any person as a member of any tour and reserves the right to remove a passenger from a tour if in its discretion that person constitutes a safety risk to himself or herself or to others, or is disruptive of the tour as a whole or to cancel or alter the tour without notice, in which event your sole remedy shall be a prorated refund for any unused portion of the trip. Vantage further reserves the right to remove any person from a tour whose comportment is disruptive to other tour participants, to Vantage representatives or to third parties involved in the tour. Should this occur, you will forfeit the trip cost, and Vantage shall have no liability, financial or otherwise. While we advertise small group travel of 18 to 28 travelers, we reserve the right to occasionally exceed that amount.

**Photographic Release:** Vantage reserves the right to take photographic or film records of any of its trips, to obtain the same from fellow travelers or other third parties, and/or to use such photographic or film records for promotional and/or commercial purposes without the payment of any consideration thereof. By traveling with Vantage, you consent to the use of your image and likeness for these limited purposes. If you prefer that your photo not be used in any marketing activities, please notify your Cruise or Tour Director at the start of your tour.

**Responsibility.** Except for the vessels M/S River Venture, M/S River Splendor, M/S River Discovery II, M/S River Navigator and M/S River Voyager, Vantage Travel Service, Inc. d/b/a Vantage Deluxe World Travel and Vantage Adventures its and their owners, directors, officers, employees and affiliates, (hereinafter "Vantage") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional or included excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Vantage is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Vantage is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels, vessels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, surfing, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Vantage. In addition, I release Vantage from its own negligence and assume all risk thereof. Some tours include visits to shops and merchants. Vantage is not responsible for any purchases you make during your trip, whether or not that merchant is part of the scheduled itinerary.

Vantage shall not be liable to the passenger for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances.

**ALTERATIONS & MODIFICATIONS:** We reserve the right to modify tour itineraries and substitute hotels and accommodations if Vantage believes it is necessary to do so or will enhance the safety, comfort or enjoyment of the trip. Included features may not be available for all departures. If a vessel is not able to complete the scheduled itinerary due to low water, high water, governmental intervention, mechanical breakdown, or other reason, we reserve the right to modify the itinerary, which right shall include the use of hotels and motor coaches where necessary.

Additionally, Vantage may, for any reason, without prior notice, cancel a cruise; deviate from the scheduled ports of call, route and timetable; call or omit to call at any port or place or cancel or modify any activity on or off the vessel; comply with all governmental laws and orders given by governmental authorities; render assistance to preserve life and property; or change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the cruise or substitute a vessel or other transportation or lodging. Vantage is not responsible for any losses you may incur as a result of such cancellations or deviations. Vantage, at its option, may substitute accommodations of an equal or superior class or provide a full refund of the fare actually paid by you for such cruise, or substitute accommodations of a lower class and provide a refund of the difference, if any, between the booked class and the substitute class for such cruise, but Vantage shall not incur any other liability for failure to provide the reserved berth. Any partial refunds shall be calculated in accordance with Vantage's typical business practices.

All travel agents are solely your agents and not those of Vantage or the owners of the vessels for purposes of the [Passenger Ticket Contract](#) and all other documents concerning the river and any related arrangements made by the travel agent for any other or related travel, lodging, excursions, tours or facilities of any nature. Neither Vantage nor the owner of the river or ocean cruise vessel shall be responsible for any representation or conduct of your travel agent, including but not limited to any incorrect booking by such travel agent or failure to remit your deposit or other funds to Vantage.

If the tour is canceled by Vantage for any reason, Vantage shall have no liability beyond the prompt refund of all tour participants' payments received by it. Vantage will not refund any amount paid by any tour participant who must or chooses to leave a tour prematurely for any reason. Vantage will also not be responsible for the lodging, meals, return transportation or other expenses incurred by such tour participant.

Vantage reserves the right to change the departure date of any tour as well as to cancel a trip or extension that does not attain a minimal level of participation. If Vantage cancels any optional extension for which you are booked, cancellation fees as described in this Agreement still apply should you subsequently decide to cancel the base portion of your tour.

**Safety and security.** You agree to assume responsibility for your own safety, and we cannot guarantee your safety at any time. Local conditions, including infrastructure, road conditions, medical care, safety and security, may differ significantly from those found in the United States. At any given moment there are also likely to be "trouble spots" in the world in terms of war, terrorism, crime, Acts of God, civil commotions, labor trouble, and/or other potential sources of harm. The United State Department of State and the Centers for Disease Control and Prevention provide up-to-date information concerning important issues for virtually all foreign destinations. We urge all clients to review both the State Department bulletins found at ([www.travel.state.gov](http://www.travel.state.gov)) and the Centers for Disease Control and Prevention ([www.cdc.gov](http://www.cdc.gov)).

**BINDING ARBITRATION:** I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Massachusetts law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

**SPECIAL PROVISIONS FOR ON SHIP CLAIMS:** See your [Passenger Ticket Contract](#) for how, when and where to make claims based on events occurring on the ship (from embarkation on the tender or entrance upon the gangway until exit from the gangway or departure from the tender) ("shipboard claims"). This Tour Participation Agreement is applicable to all other claims, but is not applicable to shipboard claims.

## Vantage Travel Protection Plan

For your benefit, we strongly recommend that you purchase travel protection. Please see a brief description of the Vantage Travel Protection Plan rates and coverage information. For details on conditions and limitations, visit our website at [www.vantagetravel.com/travel protection](http://www.vantagetravel.com/travel protection) or ask our reservations specialists or customer service representatives when you call.

You may wish to protect your investment with the purchase of our optional Full-Value Travel Protection Plan — one of the most comprehensive benefit plans available anywhere. Please see the rates and a brief description of the plan offered below. The cost of optional Travel Protection is not refundable.

### Protect the Full Value of Your Investment

You can feel confident that with the Vantage Travel Protection Plan, the full value of your investment is protected. Now that's peace of mind!

### If you must cancel your Vantage trip prior to departure

If you purchase Vantage's Full-Value Travel Protection Plan and must cancel your trip before your scheduled departure date for 1) a covered reason under the Trip Cancellation Benefit, you will be reimbursed for the unused non-refundable prepaid expenses for travel arrangements; or 2) for any reason under the Cancel for Any Reason Waiver, you will receive a Vantage Travel Certificate for the cancellation fee amount (the balance of the refund, if applicable, will be made either by check or credit card credit). Cancel for any reason and your trip is covered by cash or travel credits.

Please note that the Vantage Travel Pre-Departure Cancellation Waiver does not cover fees associated with air or other travel arrangements not directly provided by Vantage. Vantage Travel Certificates are nontransferable and nonrefundable, are valid for travel up to one year from the date of issuance, but not to exceed 15 months after the date of trip cancellation, and may not be redeemed for cash. Travel Certificates may not be used to purchase the Vantage Travel Protection Plan. Travel Certificates retain the original date of issue when applied to a new trip and you have to cancel. The SmartPay Discount Plan is not available on any portion of a trip paid for with Vantage Travel Certificates. For more details, please ask your Vantage travel consultant or visit online at [www.vantagetravel.com/](http://www.vantagetravel.com/)

[vantagevalue/waystosave/TravelProtection.aspx](http://vantagevalue/waystosave/TravelProtection.aspx). With the Vantage Full Value Travel Protection Plan, you're covered for any reason should the unexpected happen!

During your tour: If something unexpected happens on tour — there is coverage for that, too! You're covered for most medical expenses even overseas, where Medicare does not cover you.

**Conditions & Limitations:** All Travel Protection Plan fees are nonrefundable. Travel Protection Plan payment rates are subject to change. Certain exclusions and limitations apply to the Travel Arrangement Protection and Travel Insurance Benefits, all of which are detailed in the Travel Protection Plan. The Plan will be sent to you after you make your reservation and will be available to you upon request at any time prior to your purchase. For example, coverage does not apply to: any sickness or condition of the traveler, a traveling companion, family member, or business partner that existed during the 60 days prior to the effective date (this exclusion is waived if payment for this plan is received within 14 days of the initial deposit/payment for your trip), suicide, normal pregnancy, war or any act of war, or mental or nervous disorders unless hospitalized. Covered reasons, as defined, include the following events or their consequences: cancellation or interruption of your trip due to inclement weather; unannounced strike; mechanical breakdown that causes complete cessation of services of your common carrier for at least 12 consecutive hours; a documented traffic accident while en route to departure; being hijacked or quarantined; jury duty; destruction of your home or destination by fire, flood, burglary, or natural disaster; being called to the emergency service of government to provide aid or relief in the event of a natural disaster; a documented theft of passports or visas; a transfer of employment of 250 miles or more; or revocation of military leave due to war.

This is only a brief description of the plan. For complete details, you should review the Travel Protection Plan at [www.tripmate.com](http://www.tripmate.com) and enter plan number F427V. Please Note: This section does not constitute or form any part of the Travel Protection Plan.

The Travel Insurance Benefits of this plan (and for New York residents only, the Travel Arrangement Protection Benefits) are underwritten by United States Fire Insurance Company, 5 Christopher Way, Eatontown, NJ 07724. All inquiries and claims should be reported to the Plan Administrator: Trip Mate, Inc. (In CA, dba Trip Mate Insurance Agency), 9225 Ward Parkway, Suite 200, Kansas City, MO 64114, 1-800-888-7292.



For Reservations & Information: Call Toll-Free 1 800 322-6677  
or reserve online at [www.vantagetravel.com/myportfolio](http://www.vantagetravel.com/myportfolio)

## Vantage Travel Protection Plan

Benefit	Maximum Benefit Amount
<b>Pre-Departure Cancellation Waiver</b>	
Cancel for Any Reason Waiver . . . . .	Up to Trip Cost
<b>Travel Insurance Benefits</b>	
Trip Cancellation . . . . .	Trip Cost
Trip Interruption . . . . .	Trip Cost
Medical Expense/Emergency Assistance	
Emergency Evacuation & Repatriation . . . . .	\$500,000
Accident and Sickness Medical Expense . . . . .	\$100,000
Accidental Death & Dismemberment . . . . .	\$50,000
Baggage and Personal Effects . . . . .	\$3,000
Baggage Delay (up to \$250 per day) . . . . .	\$1,000
Missed Connection . . . . .	\$1,600
Travel Delay (up to \$320 per day) . . . . .	\$1,600

One Call 24-hour Assistance Services . . . . . **Included**

\*\*The Travel Arrangement Benefits are provided by Vantage Deluxe World Travel in all states except New York. For New York residents, the Travel Arrangement Benefits are underwritten by United States Fire Insurance Company.

**Access your medical records online** — With our exclusive Free Global XPI Service, you can ensure that your important medical records are available to you or any physician chosen by you, at any time, anywhere in the world, quickly, wherever there is Internet access available. Register at [www.globalxpi.com](http://www.globalxpi.com) or call, toll-free: 1-800-379-9887. Use program code F427V.

### Cost of Travel Protection Plan

Please visit [www.vantagetravel.com/travelprotection](http://www.vantagetravel.com/travelprotection) for current pricing.